

PILLSBURY WINTHROP SHAW PITTMAN LLP  
ROXANE A. POLIDORA (CA Bar No. 135972)  
roxane.polidora@pillsburylaw.com  
LEE BRAND (CA Bar No. 287110)  
lee.brand@pillsburylaw.com  
Four Embarcadero Center, 22nd Floor  
San Francisco, CA 94111  
Telephone: (415) 983-1000  
Facsimile: (415) 983-1200

PILLSBURY WINTHROP SHAW PITTMAN LLP  
DIANNE L. SWEENEY (CA Bar No. 187198)  
dianne@pillsburylaw.com  
2550 Hanover Street  
Palo Alto, CA 94304  
Telephone: (650) 233-4500  
Facsimile: (650) 233-4545

Attorneys for Defendant  
CBR SYSTEMS, INC.

[Additional counsel listed on signature page]

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

AMY COHEN, KATHARINE VACCARELLA,  
and SIRISHA KONERU on behalf of themselves  
and all others similarly situated,

Plaintiffs,

vs.

CBR SYSTEMS, INC., GI PARTNERS, and  
DOES 1-10,

Defendants.

Case No. 4:21-cv-06527-HSG

**STIPULATION REGARDING  
PLAINTIFFS' SECOND AMENDED  
COMPLAINT**

Hon. Haywood S. Gilliam, Jr.

**STIPULATION**

Pursuant to Federal Rule of Civil Procedure 15(a)(2) and Civil Local Rule 6-1(a), Plaintiffs Amy Cohen, Katharine Vaccarella, and Sirisha Koneru (“Plaintiffs”), and Defendants CBR Systems, Inc. and GI Partners (“Defendants”), through their attorneys of record, hereby agree and stipulate as follows:

WHEREAS, Plaintiffs have advised Defendants that they wish to file the Second Amended Complaint attached as Exhibit A hereto (the “SAC”);

WHEREAS, Defendants reserve all rights to contest the content of the SAC but do not object to its filing;

WHEREAS, in light of the new allegations raised in the SAC, the parties agree that Defendants may have up to and until December 10, 2021, to answer or otherwise respond to the SAC;

WHEREAS, this 21-day extension will not alter the date of any event or any deadline already fixed by Court order; and

WHEREAS, it is Plaintiffs position that they will be unable to fully respond to the motion to compel arbitration without limited discovery on the issue of whether the parties formed a valid and binding agreement to arbitrate, including issues of unconscionability, and also whether GI can enforce the arbitration provision. Therefore, Plaintiffs’ intend to request a briefing schedule on a related motion for discovery prior to briefing on Defendants’ motion to compel arbitration.

THEREFORE, it is stipulated and agreed between the parties that:

1. Pursuant to Federal Rule of Civil Procedure 15(a)(2), Defendants hereby provide written consent to the filing of the SAC;

2. Plaintiffs shall file the SAC on Tuesday, November 9; and

3. Pursuant to Civil Local Rule 6-1(a), Defendants’ response to the SAC shall be filed on or before December 10, 2021.

1           **IT IS SO STIPULATED.**

2  
3       Dated: November 9, 2021

PILLSBURY WINTHROP SHAW PITTMAN LLP

4                               /s/ Dianne L. Sweeney  
5       By: DIANNE L. SWEENEY

6                               Attorneys for Defendant CBR SYSTEMS, INC.

7  
8                               MILLER BARONDESS, LLP

9                               /s/ Casey B. Sypek  
10       By: CASEY B. SYPEK

11                              Attorneys for Defendant GI PARTNERS

12                              MILBERG COLEMAN BRYSON PHILLIPS  
13                              GROSSMAN, PLLC

14                              /s/ Rachel L. Soffin  
15       By: RACHEL L. SOFFIN

16                              Attorneys for Plaintiffs

17  
18  
19                              **RULE 5-1(i)(3) ATTESTATION**

20               I, Dianne L. Sweeney, attest pursuant to Rule 5-1(i)(3) of the Local Rules of Practice in Civil  
21       Proceedings before the United States District Court for the Northern District of California that I have  
22       obtained the concurrence in the filing of this document from the other signatories.

23  
24       Dated: November 9, 2021

PILLSBURY WINTHROP SHAW PITTMAN LLP

25                              /s/ Dianne L. Sweeney  
26       By: DIANNE L. SWEENEY

27                              Attorneys for Defendant CBR SYSTEMS, INC.